

Judge John H. Chun

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CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

MATTHEW MCDONAGH,

Defendant.

NO. 24CR-120JHC

**PLEA AGREEMENT**

The United States, through United States Attorney Tessa M. Gorman and Assistant United States Attorney Lauren Watts Staniar of the Western District of Washington and MATTHEW MCDONAGH and MATTHEW MCDONAGH's attorney Ralph Hurvitz enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B).

1. **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to each of the following charge contained in the Indictment.

a. Conspiracy to Commit Wire Fraud, as charged in Count 1, in violation of Title 18, United States Code, Section 1349.

1 By entering a plea of guilty, Defendant hereby waives all objections to the form of  
2 the charging document. Defendant further understands that before entering any guilty  
3 plea, Defendant will be placed under oath. Any statement given by Defendant under oath  
4 may be used by the United States in a prosecution for perjury or false statement.

5 2. **Elements of the Offense.** The elements of the offense to which Defendant  
6 is pleading guilty are as follows:

7 a. The elements of Conspiracy to Commit Wire Fraud, as charged in  
8 Count 1, are as follows:

9 *First*, two or more persons agreed to engage in a course of conduct that  
10 included each of the elements of the crime of wire fraud, as set forth below;

11 *Second*, the defendant knew the unlawful purpose of the agreement; and

12 *Third*, the defendant joined the agreement with the intent to further the  
13 unlawful purpose.

14 The elements of Wire Fraud are as follow:

15 *First*, the defendant knowingly participated in, or devised, a scheme or plan  
16 for obtaining money or property through false or fraudulent pretenses,  
17 representations or promises;

18 *Second*, the promises, statements, or representations were material, that is,  
19 they had a natural tendency to influence a person to part with money or property;

20 *Third*, the defendant acted with the intent to defraud; and

21 *Fourth*, the defendant used, or caused to be used, the wires in interstate or  
22 foreign commerce to carry out or attempt to carry out an essential part of the  
23 scheme.

24 3. **The Penalties.** Defendant understands that the statutory penalties  
25 applicable to the offenses to which Defendant is pleading guilty are as follows:

26 a. Defendant understands that the statutory penalties applicable to the  
27 offense of Conspiracy to Commit Wire Fraud, as charged in Count 1, are as

1 follows: A maximum term of imprisonment of up to 20 years, a fine of up to  
2 \$250,000 or twice the gross gain or loss from the offense, a period of supervision  
3 following release from prison of up to five years, and a mandatory special  
4 assessment of \$100. If a probationary sentence is imposed, the probation period  
5 can be for up to five (5) years.

6 Defendant understands that supervised release is a period of time following  
7 imprisonment during which Defendant will be subject to certain restrictive conditions and  
8 requirements. Defendant further understands that, if supervised release is imposed and  
9 Defendant violates one or more of the conditions or requirements, Defendant could be  
10 returned to prison for all or part of the term of supervised release that was originally  
11 imposed. This could result in Defendant serving a total term of imprisonment greater than  
12 the statutory maximum stated above.

13 Defendant understands that as a part of any sentence, in addition to any term of  
14 imprisonment and/or fine that is imposed, the Court may order Defendant to pay  
15 restitution to any victim of the offense, as required by law.

16 Defendant further understands that the consequences of pleading guilty may  
17 include the forfeiture of certain property, either as a part of the sentence imposed by the  
18 Court, or as a result of civil judicial or administrative process.

19 Defendant agrees that any monetary penalty the Court imposes, including the  
20 special assessment, fine, costs, or restitution, is due and payable immediately and further  
21 agrees to submit a completed Financial Disclosure Statement as requested by the United  
22 States Attorney's Office.

23 Defendant understands that, if pleading guilty to a felony drug offense, Defendant  
24 will become ineligible for certain food stamp and Social Security benefits as directed by  
25 Title 21, United States Code, Section 862a.

26 **4. Immigration Consequences.** Defendant recognizes that pleading guilty  
27 may have consequences with respect to Defendant's immigration status if Defendant is

1 not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
2 for removal, and some offenses make removal from the United States presumptively  
3 mandatory. Removal and other immigration consequences are the subject of a separate  
4 proceeding, and Defendant understands that no one, including Defendant's attorney and  
5 the Court, can predict with certainty the effect of a guilty plea on immigration status.  
6 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
7 immigration consequences that Defendant's guilty pleas may entail, even if the  
8 consequence is Defendant's mandatory removal from the United States.

9       **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
10 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 11           a. The right to plead not guilty and to persist in a plea of not guilty;
- 12           b. The right to a speedy and public trial before a jury of Defendant's  
13 peers;
- 14           c. The right to the effective assistance of counsel at trial, including, if  
15 Defendant could not afford an attorney, the right to have the Court appoint one for  
16 Defendant;
- 17           d. The right to be presumed innocent until guilt has been established  
18 beyond a reasonable doubt at trial;
- 19           e. The right to confront and cross-examine witnesses against Defendant  
20 at trial;
- 21           f. The right to compel or subpoena witnesses to appear on Defendant's  
22 behalf at trial;
- 23           g. The right to testify or to remain silent at trial, at which trial such  
24 silence could not be used against Defendant; and
- 25           h. The right to appeal a finding of guilt or any pretrial rulings.

26       **6. United States Sentencing Guidelines.** Defendant understands and  
27 acknowledges that the Court must consider the sentencing range calculated under the

1 United States Sentencing Guidelines and possible departures under the Sentencing  
2 Guidelines together with the other factors set forth in Title 18, United States Code,  
3 Section 3553(a), including: (1) the nature and circumstances of the offense; (2) the  
4 history and characteristics of Defendant; (3) the need for the sentence to reflect the  
5 seriousness of the offense, to promote respect for the law, and to provide just punishment  
6 for the offense; (4) the need for the sentence to afford adequate deterrence to criminal  
7 conduct; (5) the need for the sentence to protect the public from further crimes of  
8 Defendant; (6) the need to provide Defendant with educational and vocational training,  
9 medical care, or other correctional treatment in the most effective manner; (7) the kinds  
10 of sentences available; (8) the need to provide restitution to victims; and (9) the need to  
11 avoid unwarranted sentence disparity among defendants involved in similar conduct who  
12 have similar records. Accordingly, Defendant understands and acknowledges that:

13           a.       The Court will determine Defendant's Sentencing Guidelines range  
14 at the time of sentencing;

15           b.       After consideration of the Sentencing Guidelines and the factors in  
16 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the  
17 maximum term authorized by law;

18           c.       The Court is not bound by any recommendation regarding the  
19 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
20 range offered by the parties or the United States Probation Department, or by any  
21 stipulations or agreements between the parties in this Plea Agreement; and

22           d.       Defendant may not withdraw a guilty plea solely because of the  
23 sentence imposed by the Court.

24       7.       **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
25 guaranteed what sentence the Court will impose.

26       8.       **Statement of Facts.** Defendant admits Defendant is guilty of the charged  
27 offense. The parties agree on the following facts:

1       a.     **Overview.** MATTHEW MCDONAGH and PATRICK MCDONAGH are  
2 Irish nationals who travelled around the United States claiming they were  
3 contractors. They approached victims and falsely claimed the victims' homes needed  
4 urgent repairs. They used false representations and promises to persuade victims to  
5 pay them exorbitant amounts of money for repairs that were not necessary and that  
6 the defendants did not finish or performed poorly.

7       b.     MATTHEW MCDONAGH and PATRICK MCDONAGH targeted at least  
8 one victim within the Western District of Washington, Victim 1. Victim 1 lives in  
9 King County, Washington. MATTHEW MCDONAGH and PATRICK  
10 MCDONAGH falsely told Victim 1 he had a crack in his foundation. MATTHEW  
11 MCDONAGH and PATRICK MCDONAGH requested Victim 1 pay hundreds of  
12 thousands of dollars over the course of several weeks for roofing, foundation, and  
13 cement work.

14       c.     MATTHEW MCDONAGH and PATRICK MCDONAGH did not fix a  
15 crack in Victim 1's foundation, as PATRICK MCDONAGH and MATTHEW they  
16 claimed they would. Based on the defendants' misrepresentations, Victim 1  
17 nevertheless paid them a total of \$435,000, including one \$200,000 wire transfer for  
18 "building materials."

19       d.     MATTHEW MCDONAGH targeted other victims, including a victim in  
20 Illinois with the contractor scheme. As with Victim 1, MATTHEW MCDONAGH  
21 charged this victim money for construction work he did not perform or performed  
22 poorly.

23       e.     The total loss attributable to MATTHEW MCDONAGH's conduct exceeds  
24 \$250,000 but is less than \$550,000.

25       f.     **MATTHEW MCDONAGH targeted Victim 1.** On or about January 11,  
26 2024, MATTHEW MCDONAGH approached the home of Victim 1, an elderly  
27 person who lives in Shoreline, Washington.

1       g.     MATTHEW MCDONAGH falsely claimed that he was performing  
2 construction work in Victim 1's neighborhood, and further stated that the roof  
3 required power washing. MATTHEW MCDONAGH told Victim 1 that he and others  
4 could work on other parts of the home that MATTHEW MCDONAGH said required  
5 repairs.

6       h.     PATRICK MCDONAGH was another supposed contractor who told  
7 VICTIM 1 he worked with MATTHEW MCDONAGH. Victim 1 observed  
8 PATRICK MCDONAGH and MATTHEW MCDONAGH together. PATRICK  
9 MCDONAGH and MATTHEW MCDONAGH agreed to commit the conduct  
10 described herein, knowing of the unlawful purpose of the agreement.

11       i.     MATTHEW MCDONAGH and PATRICK MCDONAGH falsely claimed  
12 that Victim 1 had a crack in his foundation that was damaging his house and needed  
13 urgent repair. MATTHEW MCDONAGH and PATRICK MCDONAGH told Victim  
14 1 that they would use a titanium tie rod system to fix the foundation.

15       j.     MATTHEW MCDONAGH and PATRICK MCDONAGH did not install a  
16 titanium tie rod system as promised and did not repair the foundation. Instead,  
17 MATTHEW MCDONAGH and PATRICK MCDONAGH directed others to dig a  
18 trench around Victim 1's foundation and in Victim 1's yard, which gave Victim 1 the  
19 impression that they were performing expensive work on his foundation.

20       k.     PATRICK MCDONAGH directed Victim 1 how to transfer money from  
21 his financial accounts to cover the cost of the supposed repairs. PATRICK  
22 MCDONAGH provided Victim 1 information on how to make those transfers. When  
23 Victim 1 informed PATRICK MCDONAGH that he did not have enough money to  
24 cover the cost of the supposed repairs, PATRICK MCDONAGH suggested Victim 1  
25 transfer money from his retirement account or liquidate other assets.

26       l.     MATTHEW MCDONAGH, PATRICK MCDONAGH, or a co-conspirator  
27 directed Victim 1 to write MATTHEW MCDONAGH a check for the work on the

1 roof. Victim 1 wrote MATTHEW MCDONAGH a check for \$15,000, which  
2 MATTHEW MCDONAGH promptly cashed.

3 m.

4 n. MATTHEW MCDONAGH and PATRICK MCDONAGH demanded more  
5 and more money for the work they claimed they were performing. Over the course of  
6 the scheme, between approximately January 11, 2024 and January 24, 2024,  
7 defendants persuaded Victim 1 to write MATTHEW MCDONAGH approximately  
8 twelve checks worth \$235,000. MATTHEW MCDONAGH cashed each check at a  
9 bank branch located in Snohomish County, within the Western District of  
10 Washington.

11 o. When Victim 1 protested that he did not have enough money to cover the  
12 supposed repairs, MATTHEW MCDONAGH and PATRICK MCDONAGH directed  
13 Victim 1 to move money out of his retirement account. Victim 1 transferred at least  
14 approximately \$357,000 out of his retirement account into his checking account to  
15 cover the supposed cost of the home repairs. Victim 1 paid this money to PATRICK  
16 MCDONAGH and MATTHEW MCDONAGH as part of the fraud. Victim 1  
17 suffered a substantial loss of his retirement savings.

18 p. In at least one instance, PATRICK MCDONAGH and MATTHEW  
19 MCDONAGH or a co-conspirator directed Victim 1 to wire funds to pay for  
20 “building materials.”

21 q. On January 25, 2024, defendants and others known and unknown caused  
22 Victim 1 to wire \$200,000 from a bank account in his name to a third-party’s bank  
23 account. Victim 1 initiated the wire from King County, Washington, within the  
24 Western District of Washington, and the wire terminated outside of Washington. A  
25 note accompanying the wire transmission stated that the purpose of the payment was  
26 for “building materials.”  
27

1           r.       Contrary to PATRICK MCDONAGH's and MATTHEW MCDONAGH's  
2 representations, they did not use \$200,000-worth of building materials on Victim 1's  
3 home.

4           s.       In total, based on their misrepresentations and false statements, Victim 1  
5 paid MATTHEW MCDONAGH and PATRICK MCDONAGH at least  
6 approximately \$435,000 believing that he was paying for home repairs. The actual  
7 value of the work done on Victim 1's home was a small fraction of the \$435,000 the  
8 McDonaghs charged Victim 1.

9           t.       **Victims in other districts.** PATRICK MCDONAGH and MATTHEW  
10 MCDONAGH defrauded other victims in other districts using the same scheme they  
11 used to defraud Victim 1. For example, MATTHEW MCDONAGH and others  
12 known and unknown, falsely claimed to Illinois resident Victim 5 that they could re-  
13 pave Victim 5's driveway and build a retaining wall, and that the work would cost  
14 approximately \$99,000. Victim 5 paid MATTHEW MCDONAGH and others known  
15 and unknown at least approximately \$75,000. MATTHEW MCDONAGH and others  
16 began the work, but it was poorly done and damaged Victim 5's home. The value of  
17 the work done was significantly less than what Victim 5 paid.

18           u.       **The scheme involved wire communications.** MATTHEW  
19 MCDONAGH's and PATRICK MCDONAGH's conspiracy involved the use of  
20 interstate wire transmissions. As noted above, PATRICK MCDONAGH,  
21 MATTHEW MCDONAGH, or a co-conspirator instructed Victim 1 to wire, to a  
22 location outside of Washington, \$200,000 in funds, purportedly to cover the cost of  
23 "building materials."

24           v.       MATTHEW MCDONAGH and PATRICK MCDONAGH also directed  
25 Victim 1 to pay them in checks, which MATTHEW MCDONAGH cashed at a bank  
26 located in Snohomish County, within the Western District of Washington. Each  
27 check cash transaction involved a reasonably foreseeable interstate wire transmission

1 from the Western District of Washington to a server located outside of Washington  
2 state.

3 The parties agree that the Court may consider additional facts contained in the  
4 Presentence Report (subject to standard objections by the parties) and/or that may be  
5 presented by the United States or Defendant at the time of sentencing, and that the factual  
6 statement contained herein is not intended to limit the facts that the parties may present to  
7 the Court at the time of sentencing.

8 9. **Sentencing Factors.** The parties agree that the following Sentencing  
9 Guidelines provisions apply to this case:

- 10 a. A base offense level of 7 pursuant to USSG § 2B1.1(a)(1);  
11 b. An increase of 12 points because the fraud loss was between  
12 \$250,000 and \$550,000 pursuant to USSG § 2B1.1(b)(1)(H);  
13 c. An increase of 2 levels because the offense resulted in substantial  
14 financial hardship to one or more victims pursuant to USSG § 2B1.1(b)(2)(A).

15 The parties agree they are free to present arguments regarding the applicability of  
16 all other provisions of the United States Sentencing Guidelines. Defendant understands,  
17 however, that at the time of sentencing, the Court is free to reject these stipulated  
18 adjustments, and is further free to apply additional downward or upward adjustments in  
19 determining Defendant's Sentencing Guidelines range.

20 10. **Acceptance of Responsibility.** At sentencing, if the Court concludes  
21 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant  
22 to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will  
23 make the motion necessary to permit the Court to decrease the total offense level by three  
24 levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the United  
25 States by timely notifying the United States of Defendant's intention to plead guilty,  
26 thereby permitting the United States to avoid preparing for trial and permitting the Court  
27 to allocate its resources efficiently.

1           **11. Sentencing Recommendations.** The government agrees to recommend a  
2 custodial sentence of no more than 26 months. Defendant understands that the parties'  
3 recommendations will not be binding on the Court, and the Court may reject the  
4 recommendation of the parties and may impose any term of imprisonment up to the  
5 statutory maximum penalty authorized by law. Defendant further understands that  
6 Defendant cannot withdraw a guilty plea simply because of the sentence imposed by the  
7 Court. Except as otherwise provided in this Plea Agreement, the parties are free to  
8 present arguments regarding any other aspect of sentencing.

9           **12. Interdependence of Plea Agreements.** Defendant acknowledges that the  
10 United States has conditioned its willingness to enter into this Plea Agreement on the  
11 Court's acceptance of the guilty plea and Plea Agreement by PATRICK MCDONAGH,  
12 in CR24-120JHC. As a result, if either Defendant or PATRICK MCDONAGH fails to  
13 enter into, and plead guilty pursuant to the terms of, the respective Plea Agreements, or if  
14 either Defendant or PATRICK MCDONAGH later seeks to withdraw the resulting guilty  
15 pleas, the United States may, at its election, withdraw from either or both Plea  
16 Agreements. If the United States chooses to withdraw from this Plea Agreement under  
17 these circumstances, Defendant understands that the United States will seek an  
18 Indictment against both parties for all crimes for which the United States has sufficient  
19 evidence.

20           **13. Restitution.** Defendant shall make restitution equal to the total amount that  
21 the government is able to prove at the time of sentencing that victims lost to the  
22 contractor fraud scheme described herein. That includes at minimum \$235,000 to Victim  
23 1 and a minimum of \$75,000 to Victim 5, with credit for any amounts already paid.

24           a. The full amount of restitution shall be due and payable immediately  
25 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
26 defendant is unable to make immediate restitution in full and sets a payment schedule as  
27 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule

1 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
2 Office from pursuing any other means by which to satisfy Defendant's full and  
3 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
4 assets that come to light only after the district court finds that Defendant is unable to  
5 make immediate restitution.

6           b. Defendant agrees to disclose all assets in which Defendant has any  
7 interest or over which Defendant exercises control, directly or indirectly, including those  
8 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
9 United States' investigation identifying all property in which Defendant has an interest  
10 and with the United States' lawful efforts to enforce prompt payment of the financial  
11 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
12 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
13 Agreement, truthfully and completely executing a Financial Disclosure Statement  
14 provided by the United States Attorney's Office and signed under penalty of perjury  
15 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
16 supporting documentation, including tax returns, as requested; (2) providing updates with  
17 any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven  
18 days of the event giving rise to the changed circumstances; (3) authorizing the United  
19 States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
20 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
21 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
22 inspect and copy all financial documents and information held by the U.S. Probation  
23 Office; (6) submitting to an interview regarding Defendant's Financial Statement and  
24 supporting documents before sentencing (if requested by the United States Attorney's  
25 Office), and fully and truthfully answering questions during such interview; and (7)  
26 notifying the United States Attorney's Office before transferring any interest in property  
27

1 owned directly or indirectly by Defendant, including any interest held or owned in any  
2 other name, including all forms of business entities and trusts.

3 c. The parties acknowledge that voluntary payment of restitution prior  
4 to the adjudication of guilt is a factor the Court considers in determining whether  
5 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In  
6 addition, in any event, the government will consider Defendant's cooperation regarding  
7 restitution in making its sentencing recommendation.

8 14. **Forfeiture of Assets.** Defendant understands that the forfeiture of assets is  
9 part of the sentence imposed in this case. Defendant agrees to forfeit to the United States  
10 immediately Defendant's right, title, and interest in any and all property, real or personal,  
11 that constitutes or is derived from proceeds traceable to the offense of Conspiracy to  
12 Commit Wire Fraud, as charged in Count 1 of the Indictment. All such property is  
13 forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28,  
14 United States Code, Section 2461(c), and includes but is not limited to a judgement for a  
15 sum of money (also known as a forfeiture money judgment) in the amount of the  
16 proceeds Defendant obtained as a result of the offense, as agreed by the parties or  
17 established by the government at the time of sentencing.

18 The United States reserves its right to proceed against any remaining assets not  
19 identified in this Plea Agreement, including any property in which Defendant has any  
20 interest or control, if said assets constitute or are derived from proceeds of the Conspiracy  
21 to Commit Wire Fraud described above.

22 15. **Abandonment of Contraband.** Defendant also agrees that, if any federal  
23 law enforcement agency seized any illegal contraband that was in Defendant's direct or  
24 indirect control, Defendant consents to the federal administrative disposition, official use,  
25 and/or destruction of that contraband.

26 16. **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
27 the United States Attorney's Office for the Western District of Washington agrees not to

1 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
2 Agreement based upon evidence in its possession at this time, and that arise out of the  
3 conduct giving rise to this investigation, and moves to dismiss the remaining counts in  
4 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
5 States has agreed not to prosecute all of the criminal charges the evidence establishes  
6 were committed by Defendant solely because of the promises made by Defendant in this  
7 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
8 Presentence Report, the United States Attorney's Office will provide the United States  
9 Probation Office with evidence of all conduct committed by Defendant.

10 Defendant agrees that any charges to be dismissed before or at the time of  
11 sentencing were substantially justified in light of the evidence available to the United  
12 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
13 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
14 (1997).

15 **17. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
16 Defendant breaches this Plea Agreement: (a) the United States may withdraw from this  
17 Plea Agreement and Defendant may be prosecuted for all offenses for which the United  
18 States has evidence; (b) Defendant will not oppose any steps taken by the United States  
19 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
20 Agreement; and/or (c) Defendant waives any objection to the re-institution of any charges  
21 that previously were dismissed or any additional charges that had not been prosecuted.

22 Defendant further understands that if, after the date of this Plea Agreement,  
23 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
24 release or the conditions of confinement (examples of which include, but are not limited  
25 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
26 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
27 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement

1 to file additional charges against Defendant and/or to seek a sentence that takes such  
2 conduct into consideration by requesting the Court to apply additional adjustments or  
3 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
4 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
5 calculated advisory Guidelines range. Under these circumstances, the United States is  
6 free to seek such adjustments, enhancements, departures, and/or variances even if  
7 otherwise precluded by the terms of the Plea Agreement.

8       **18. Waiver of Appellate Rights and Rights to Collateral Attacks.** Defendant  
9 acknowledges that, by entering the guilty plea required by this Plea Agreement,  
10 Defendant waives all rights to appeal from Defendant's conviction, and any pretrial  
11 rulings of the Court, and any rulings of the Court made prior to entry of the judgment of  
12 conviction. Defendant further agrees that, provided the Court imposes a custodial  
13 sentence that is within or below the Sentencing Guidelines range (or the statutory  
14 mandatory minimum, if greater than the Guidelines range) as determined by the Court at  
15 the time of sentencing, Defendant waives to the full extent of the law any right conferred  
16 by Title 18, United States Code, Section 3742, to challenge, on direct appeal, the  
17 sentence imposed by the Court, including any fine, restitution order, probation or  
18 supervised release conditions, or forfeiture order (if applicable).

19       Defendant also agrees that, by entering the guilty plea required by this Plea  
20 Agreement, Defendant waives any right to bring a collateral attack against the conviction  
21 and sentence, including any restitution order imposed, except as it may relate to the  
22 effectiveness of legal representation or a claim of prosecutorial misconduct based on facts  
23 unknown or not reasonably discoverable prior to entry of the judgment of conviction.  
24 Defendant acknowledges that certain claims, including certain claims for prosecutorial  
25 misconduct, will be barred by operation of law by virtue of their guilty plea,  
26 independently from this Plea Agreement. This waiver does not preclude Defendant from  
27 bringing an appropriate motion pursuant to 28 U.S.C. § 2241, to address the conditions of

1 Defendant's confinement or the decisions of the Bureau of Prisons regarding the  
2 execution of Defendant's sentence.

3 If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
4 attacking (except as to claims not subject to the waiver, above) the conviction or sentence  
5 in any way, the United States may prosecute Defendant for any counts, including those  
6 with mandatory minimum sentences, that were dismissed or not charged pursuant to this  
7 Plea Agreement.

8 19. **Voluntariness of Plea.** Defendant agrees that Defendant has entered into  
9 this Plea Agreement freely and voluntarily, and that no threats or promises were made to  
10 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
11 Agreement or set forth on the record at the change of plea hearing in this matter.

12 20. **Statute of Limitations.** In the event this Plea Agreement is not accepted by  
13 the Court for any reason, or Defendant breaches any of the terms of this Plea Agreement,  
14 the statute of limitations shall be deemed to have been tolled from the date of the Plea  
15 Agreement to: (1) thirty days following the date of non-acceptance of the Plea Agreement  
16 by the Court; or (2) thirty days following the date on which a breach of the Plea  
17 Agreement by Defendant is discovered by the United States Attorney's Office.

21. **Completeness of Plea Agreement.** The United States and Defendant acknowledge that these terms constitute the entire Plea Agreement between the parties, except as may be set forth on the record at the change of plea hearing in this matter. This Plea Agreement binds only the United States Attorney's Office for the Western District of Washington. It does not bind any other United States Attorney's Office or any other office or agency of the United States, or any state or local prosecutor.

Dated this 5<sup>th</sup> day of September, 2024.

MATTHEW MCDONAGH  
Defendant

RALPH HURVITZ  
Attorney for Defendant

SETH WILKINSON  
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